UNITED
NATIONS

A

General Assembly

Distr.
GENERAL

A/50/995
9 July 1996

ORIGINAL: ENGLISH

Fiftieth session
Agenda item 138 (a)

ADMINISTRATIVE AND BUDGETARY ASPECTS OF THE FINANCING OF THE UNITED NATIONS PEACE-KEEPING OPERATIONS: FINANCING OF THE UNITED NATIONS PEACE-KEEPING OPERATIONS

Reform of the procedures for determining reimbursement to Member States for contingent-owned equipment

Note by the Secretary-General

1. The Contribution Agreement between the United Nations and participating States contributing resources to United Nations peace-keeping operations contained in the annex to the present note has been submitted pursuant to General Assembly resolution 50/222 of 11 April 1996, in which, inter alia, the Assembly took note of the report of the Advisory Committee on Administrative and Budgetary Questions (A/50/887) and endorsed the recommendations of the Working Groups on Contingent-Owned Equipment (A/C.5/49/70, annex, para. 28).

2. In paragraph 16 of its report, the Advisory Committee stated that it "expects that the final text will be made available to it for review as early as possible before implementation. The Agreement should be accompanied by a full text of the implementation procedures, the agreed text of performance standards as well as rates of reimbursement for the contingent-owned equipment, together with the agreed text of all definitions".

3. It is the intention of the Secretary-General to submit comprehensive implementation procedures to the Advisory Committee.

ANNEX

DPKO/CA/[year, 2 digits]/[country, 3 digits]/[serial No., 3 digits]

CONTRIBUTION AGREEMENT BETWEEN THE UNITED NATIONS AND [PARTICIPATING STATE] CONTRIBUTING RESOURCES TO [THE UNITED NATIONS PEACE-KEEPING OPERATION]

Whereas, [the United Nations peace-keeping operation] was established pursuant to the United Nations Security Council resolution _____,

Whereas, at the request of the United Nations, the Government of _____ (hereinafter referred to as the "Government") has agreed to contribute personnel, equipment and services in support of [the United Nations peace-keeping mission] to assist (the United Nations peace-keeping mission) to carry out its mandate,

Whereas, the United Nations and the Government wish to establish the terms and conditions of the contribution,

Now therefore, the United Nations and the Government (hereinafter collectively referred to as the "Parties") agree as follows:

Article 1

Definitions

1. For the purpose of this Agreement, the definitions listed in annex F shall apply.

Article 2

Documents constituting the Agreement

2.1 This document, including all of its annexes, constitutes the entire Agreement between the Parties for the provision of personnel, equipment and services in support of [the United Nations peace-keeping mission].

2.2 Annexes:

Annex A: Personnel

1. Requirements
2. Reimbursement
3. General conditions for personnel

Annex B: Major equipment provided by the Government

1. Requirements and reimbursement rates
2. General conditions for major equipment
3. Verification and control procedures
4. Transportation
5. Mission-related usage factor
6. Loss or damage
7. Special case equipment

Annex C: Self-sustainment provided by the Government

1. Requirements and reimbursement rates
2. General conditions for self-sustainment
3. Verification and control procedures
4. Transportation
5. Mission usage factors
6. Loss and damage

Annex D: Performance standards for major equipment

Annex E: Performance standards for self-sustainment

Annex F: Definitions

Annex G: Guidelines (aide-mémoire) for troop-contributing countries.*

Article 3

Purpose

3. The purpose of this Agreement is to establish the administrative, logistics and financial terms and conditions to govern the contribution of personnel, equipment and services provided by the Government in support of [the United Nations peace-keeping mission].

Article 4

Application

4. The present Agreement shall be applied in conjunction with the aide-mémoire for troop-contributing countries which is annexed hereto as annex G.*

---

* Annex G is mission specific and is not included in the present document.

Article 5

Contribution of the Government

5.1 The Government shall contribute to [the United Nations peace-keeping mission] the personnel listed at annex A. Any personnel above the level indicated in this Agreement shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.2 The Government shall contribute to [the United Nations peace-keeping mission] the major equipment listed in annex B. The Government shall ensure that the major equipment and related minor equipment meet the performance standards set out in annex D for the duration of the deployment of such equipment to [the United Nations peace-keeping mission]. Any equipment above the level indicated in this Agreement shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.3 The Government shall contribute to [the United Nations peace-keeping mission] the minor equipment and consumables related to self-sustainment as listed in annex C. The Government shall ensure that the minor equipment and consumables meet the performance standards set out in annex E for the duration of the deployment of such equipment to [the United Nations peace-keeping mission]. Any equipment above the level indicated in this Agreement shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

Article 6

Reimbursement and support from the United Nations

6.1 The United Nations shall reimburse the Government in respect of the personnel provided under this Agreement at the rates stated in annex A, article 2.

6.2 The United Nations shall reimburse the Government for the major equipment provided as listed in annex B. The reimbursement rates for the major equipment shall be reduced proportionately in the event that such equipment does not meet the required performance standards set out in annex D or in the event that the equipment listing is reduced.

6.3 The United Nations shall reimburse the Government for the provision of self-sustainment goods and services at the rates and levels stated at annex C. The reimbursement rates for self-sustainment shall be reduced proportionately in the event that the contingent does not meet the required performance standards set out in annex E, or in the event that the level of self-sustainment is reduced.

6.4 The payment of the troop costs, the lease and self-sustainment rates remain in effect until the date the unit ceases to be employed in the mission area.

Article 7

General conditions

7. The Parties agree that the contribution of the Government as well as the support from the United Nations shall be governed by the general conditions set out in the relevant annexes.

Article 8

Specific conditions

8.1 Environmental condition factor: _____

8.2 Intensity of operations factor: _____

8.3 Hostile action/forced abandonment factor: _____

8.4 Incremental transportation factor: The distance between the port of embarkation in the home country and the port of entry in the mission area is estimated at ... miles (... kilometres). The factor is set at ... per cent of the reimbursement rates.

8.5 The following locations are the agreed originating locations and ports of entry and exit for the purpose of transportation arrangements for the movement of troops and equipment:

Troops:

Port of entry/exit: _____

Equipment:

Originating location: _____

Port of embarkation/disembarkation: _____

Border port of embarkation/disembarkation: _____
(If landlocked or moving by road/rail)

Article 9

Claims by third parties

9. The United Nations will be responsible for dealing with any claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the personnel or equipment provided by the Government in the performance of services or any other activity or operation under this Agreement. However, if the loss, damage, death or injury arose from gross

negligence or wilful misconduct of the personnel provided by the Government, the Government will be liable for such claims.

Article 10

Recovery

10. The Government will reimburse the United Nations for loss of or damage to United Nations-owned equipment and property caused by the personnel or equipment provided by the Government if such loss or damage (a) occurred outside the performance of services or any other activity or operation under this Agreement, or (b) arose or resulted from gross negligence or wilful misconduct of the personnel provided by the Government.

Article 11

Supplementary arrangements

11. The Parties may conclude written supplementary arrangements to the present agreement.

Article 12

Amendments

12. Either of the Parties may initiate a review of the level of contribution subject to reimbursement by the United Nations or to the level of national support to ensure compatibility with the operational requirements of the mission and of the Government. The present Agreement may only be amended by written agreement of the Government and the United Nations.

Article 13

Settlement of disputes

13.1 [The United Nations peace-keeping operation] shall establish a mechanism within the mission to discuss and resolve amicably by negotiation in a spirit of cooperation differences arising from the application of this Agreement.

13.2 Disputes that have not been resolved as provided in paragraph 13.1 above shall be referred by the Head of Mission to the United Nations Under-Secretary-General for Peace-keeping Operations. Upon receipt of such notice, the Under-Secretary-General shall institute discussions and consultations with representatives of the Government with a view to reaching an amicable resolution of the dispute.

13.3 Disputes that have not been resolved as provided in paragraph 13.2 above may be submitted to a mutually agreed conciliator or mediator appointed by the

President of the International Court of Justice, failing which the dispute may be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within thirty days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedures for the arbitration shall be fixed by the arbitrators, and each Party shall bear its own expenses. The arbitral award shall contain a statement of reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 14

Entry into force

14. The present Agreement shall become effective on [date]. The financial obligations of the United Nations with respect to reimbursement of personnel, major equipment and self-sustainment rates start from the date of arrival of personnel or equipment in the mission area, and cease on the date the unit ceases to be employed in the mission area.

Article 15

Termination

15. The modalities for termination shall be as agreed to by the Parties following consultations between the Parties.

IN WITNESS WHEREOF, the United Nations and the Government of _____ have signed this Agreement.

Signed in New York, on _____ in two originals in the English language.

For the United Nations

_____
[name and function]

For the Government of _____

_____
[name and function]

Annex A

PERSONNEL

1. Requirements

(Example)

1. The Government agrees to provide the following personnel:

Unit/subunit	Number	Capability
Mission HQ staff		Staff officers (skills to be specified)
Contingent HQ		National command and control
Infantry battalion		HQ company, one light infantry company, one reconnaissance company
Engineer squadron		Force level, vertical and horizontal construction
Helicopter squadron		Utility lift with aircrew and maintenance staff
Transport platoon		Force level and troop-carrying capability
Logistics group		Integral personnel, transport, supply maintenance, medical unit(s) and financial support to the contingent
Military police platoon		Integral security and investigation support
Military information Support team		Media, liaison and translation services
Total		

2. Reimbursement

2. The Government will be reimbursed as follows:

(a) Troop costs at the rate of $988 per month per contingent member;

(b) Clothing allowance at the rate of $65 a month per contingent member;

(c) Personal training ammunition at the rate of $5 a month per contingent member;

(d) An allowance for specialists at the rate of $291 per month equivalent to 10 per cent of the personnel of an infantry unit, or 25 per cent of personnel in other units such as HQ, logistics, medical, communication units, etc.

3. The contingent personnel will receive directly from the peace-keeping mission a daily allowance of $1.28, plus a recreational leave allowance of $10.50 per day for up to seven days of leave taken during each six month period.

3. General conditions for personnel

4. The Government shall ensure that the personnel it provides meet the standards established by the United Nations for service with [the United Nations peace-keeping mission], inter alia, with respect to rank, experience, physical fitness, specialization and knowledge of languages. The personnel shall be trained in the use of the equipment with which the contingent is provided and shall comply with whatever policies and procedures may be laid down by the United Nations regarding medical or other clearances, vaccinations, travel, shipping, leave or other entitlement.

5. During the period of their assignment to [the United Nations peace-keeping mission], the Government shall be responsible for payment of whatever emoluments, allowances and benefits may be due to its personnel under national arrangements.

6. The United Nations shall convey to the Government all pertinent information relating to the provision of the personnel, including matters of liability for loss or damage to United Nations property and compensation claims in respect of death, injury or illness attributable to United Nations service and/or loss of personal property.

7. Any personnel above the strength authorized in this Agreement is a national responsibility, and not subject to reimbursement or support by the United Nations. Such personnel may be deployed to the [the United Nations peace-keeping mission], with the prior approval of the United Nations, if it is assessed by the troop-contributing country and the United Nations to be needed for national purposes, for example to operate the communications equipment for a national rear link. This personnel shall be part of the contingent, and as such enjoy the legal status of members of the [the United Nations peace-keeping mission]. The troop-contributing country will not, however, receive any reimbursement in respect of this personnel and the United Nations will not accept any financial obligation or responsibility in connection with such personnel, nor will the United Nations provide such personnel with support or services.

8. Personnel deployed at the request of the United Nations for specific tasks of limited duration may be covered by supplementary arrangements to this Agreement as appropriate.

9. Civilian personnel provided by the Government who are serving as part of a formed body of troops shall be assimilated to military members of formed bodies of troops for the purpose of this Agreement.

10. The general administrative and financial arrangements applicable to the provision of military and other personnel shall be those set forth in the aide-mémoire for troop-contributing countries in annex G.

Annex B

MAJOR EQUIPMENT PROVIDED BY THE GOVERNMENT

1. Requirements and reimbursement rates

Method of reimbursement: wet/dry lease

Environmental condition factor: _____

Intensity of operation factor: _____

Hostile action/forced abandonment factor: _____ (applicable to half of maintenance rate)

Incremental transportation factor: _____

Categories of equipment	Quantity	Rate (as per A/C.5/49/70)	Total monthly reimbursement (including factors)

2. General conditions for major equipment

1. The major equipment provided under this Agreement shall remain the property of the Government.

2. Major equipment deployed for short periods for specific tasks shall not form part of this Agreement, or it shall be negotiated and agreed upon separately in supplementary arrangements to this Agreement.

3. To meet serviceability standards, contingents have the option to maintain an overstock of up to 10 per cent of the agreed authorized quantities and to have this overstock deployed and redeployed with the contingent. The United Nations will assume the costs of deployment and redeployment of the overstock, but the troop-contributing country will not receive wet or dry lease reimbursement for any overstocks.

4. Costs associated with preparing authorized equipment to additional standards defined by the United Nations for deployment to a mission under the wet or dry lease arrangements (such as painting, United Nations marking, winterizing) are the responsibility of the United Nations. Similarly, costs for returning authorized equipment to national stocks at the conclusion of a mission (such as repainting to national colours) are also the responsibility of the United Nations. Costs will be assessed and reimbursed on presentation of a claim based on the authorized equipment list contained in this Agreement. Costs of repair are not reimbursable when the equipment is provided under a wet lease as this factor is included in the leasing rate.

3. Verification and control procedures

5. The main purpose of verification and control procedures is to verify that the terms and conditions of the bilateral agreement have been met, and to take corrective action when required. The United Nations through its Head of Mission is responsible, in coordination with the contingent or other delegated authority designated by the troop-contributing country, to ensure that the equipment provided by the Government meets the requirements of the United Nations peace-keeping operation and is provided in accordance with annex D of this Agreement.

6. The Head of Mission is therefore authorized to verify the status, condition and quantity of the equipment and services provided. The Government will designate a person, normally identified through his function, who is the responsible point of contact for verification and control matters.

7. A principle of reasonability is to govern the verification process. An assessment will be made of whether the Government and the United Nations have taken all reasonable measures to meet the spirit of the Contribution Agreement, if not the full substance, and have also taken into account the importance of the subject and length of period when the agreement has not been fulfilled. The guiding principle in determining reasonability is whether the material to be provided by the Government as well as by the United Nations will meet its military function at no additional costs to the United Nations or the Government, other than those provided for in this Agreement.

8. The results of the control process are to be used as a basis of a consultative discussion at the lowest level possible in order to correct the discrepancies or decide corrective action, including adjustment of the agreed eligibility for reimbursement. Alternatively, the parties, given the degree of non-fulfilment of the agreement, may seek to renegotiate the scope of the contribution.

9. The verification process for major equipment consists of three types of inspections:

(a) Arrival inspection. The first inspection will take place immediately upon arrival in the mission area and must be completed within one month. The major equipment will be inspected by duly designated representatives of the United Nations to ensure that categories and groups as well as the number delivered correspond to this Agreement. In the case of dry lease, the equipment will be inspected to determine whether its condition is within established standards. The Government may request a United Nations team to advise or consult on matters pertaining to major equipment, or may request a pre-arrival inspection to be conducted at the port of embarkation;

(b) Operational inspection. The operational inspections, carried out by duly designated representatives of the United Nations will be implemented according to operational requirements during the stay of units in the mission area. The major equipment will be inspected to ensure that categories and groups as well as the number delivered still correspond with this Agreement and is used appropriately. The inspection will also determine if the operational serviceability is in accordance with the specifications mentioned under performance standards listed in annex E;

(c) Repatriation inspection. The repatriation inspection is carried out by duly designated representatives of the United Nations when the contingent or a component thereof leaves the Mission to ensure that all major equipment provided by the Government, and only that, is repatriated, and to verify the condition of equipment provided under the dry lease concept.

4. Transportation

10. The United Nations, in consultation with the Government, will make arrangements for and meet the costs related to deployment and redeployment of contingent-owned equipment from and to an agreed port of embarkation/ disembarkation and the mission area, including appropriate arrangement and redeployment of contingent-owned equipment will be made either directly or, if transport is to be provided by the Government, under letter of assist procedures. For land-locked countries or countries where equipment is moved by road or rail to and from the mission area, the port of embarkation/ disembarkation will be an agreed border-crossing point.

11. The transportation costs for spare parts and consumables for major equipment are covered under the wet lease system. The reimbursement rate consists of a general increment and a distance related increment of the maintenance costs. The distance related increment constitutes 0.25 per cent of

the estimates maintenance rate for each completed 500 miles (or 800 kilometres), beyond the first 500 miles (or 800 kilometres) distance along consignment route between the port of embarkation in the troop-contributing country and the port of entry in the mission area.

12. No separate reimbursement for transportation of spare parts is provided for beyond that covered under the wet lease procedures.

13. Costs related with the rotation of equipment to meet national operational or maintenance requirements will remain ineligible for reimbursement by the United Nations.

14. The United Nations is responsible for the costs of inland transportation of major equipment between an agreed originating location and the port of embarkation/disembarkation. The United Nations may make transport arrangements to and from the originating base, however, the Government will be responsible for costs for other than major equipment. Reimbursement of the costs of any arrangements made by the troop-contributing country for major equipment will be subject to the presentation of validated claims. Reimbursement for transportation costs of inland transportation does not extend to equipment other than major equipment.

15. In the event of the troop-contributing country deploying more equipment than authorized in this Agreement, the extra costs will be borne by the troop-contributing country.

5. Mission usage factors

16. The mission usage factors as described in annex F, if applicable, will be applied to the reimbursement rates for major equipment.

6. Loss or damage

17. When deciding reimbursement for loss and damage a distinction between no-fault incidents and hostile action/forced abandonment has to be made.

(a) No-fault incidents. In case of no-fault incidents, the troop-contributing country is reimbursed on the basis of a no-fault incident factor, included in the dry or wet lease rates.

(b) Hostile action/forced abandonment. In cases of loss or damage resulting from a single hostile action or forced abandonment, the troop-contributing country will assume liability for each and every item of equipment with a generic fair market value below the value of $250,000.

18. The United Nations will reimburse for loss or damage for each and every item of major equipment equal to or above the value of $250,000.

19. Where equipment is provided under wet lease arrangement, the method of calculation for damage is the reasonable cost of repair. Equipment that has

suffered damage is to be considered a total loss when the cost of repair exceeds 75 per cent of the generic fair market value.

20. The United Nations has no responsibility for reimbursement where loss and damage is due to wilful misconduct or negligence by members of the troop-contributing country as determined by a board of inquiry convened by the Head of Mission.

21. Liability for loss or damage during transportation, until arrival in the mission area, will be assumed by the Party making the arrangements.

7. Special case equipment

22. Reimbursement rates for "special case" equipment will be subject to separate negotiation between the troop-contributing country and the United Nations.

23. Loss of or damage to "special case" equipment resulting from hostile action or forced abandonment shall be covered by separate arrangements between the United Nations and the troop-contributing country.

Annex C

SELF-SUSTAINMENT PROVIDED BY THE GOVERNMENT

1. Requirements and reimbursement rates

Applicable mission factors stated in article 8

Environmental condition factor

Intensity of operation factor

Hostile action/forced abandonment factor:

Category	Rate (United States dollars)	Number of personnel served	Total monthly reimbursement
Catering	25.25		
Communications HF/UHF-FM HF Telephone	 45.50 15.25 13.00		
Office	21.25		
Electrical	25.00		
Minor engineering	14.00		
Explosive ordnance/disposal	6.50		
Laundry and cleaning	21.25		
Tentage	20.00		
Medical Basic First line Limited second line Blood and blood products Dental	 2.00 18.25 55.75 13.00 10.00		
Observation General Night observation Positioning	 1.00 23.25 5.00		
Identification	1.00		
NBC protection	24.25		

/...

Category	Rate (United States dollars)	Number of personnel served	Total monthly reimbursement
Field defence stores	30.25		
Miscellaneous general stores Bedding Furniture Welfare	 14.00 22.00 5.00		
Unique equipment	Special case		

2. General conditions for self-sustainment equipment and consumables

1. The minor equipment and consumables provided under this Agreement shall remain the property of the Government.

3. Verification and control procedures

2. The United Nations through its Head of Mission is responsible, in coordination with the contingent or other delegated authority designated by the troop-contributing country, to ensure that the equipment provided by the Government meets the requirements of [the United Nations peace-keeping operation] and is provided in accordance with annex C of this Agreement.

3. Thus the Head of Mission is authorized to verify the status, condition and quantity of the equipment and services provided. The Government will designate a person, normally identified through his function, who is the responsible point of contact for verification and control matters.

4. A principle of reasonability is to govern the verification process. It is to be assessed if the Government and the United Nations has taken all reasonable measures to meet the spirit of the agreement, if not the full substance. The guiding principle in determining reasonability is whether the material to be provided by the Government as well as by the United Nations will meet its (military) function at no additional costs to the United Nations or the Government, other than those provided for in this Agreement.

5. The results of the control process are to be used as a basis of a consultative discussion at the lowest level possible in order to correct the discrepancies or decide corrective action, including adjustment of the agreed eligibility for reimbursement. Alternatively, the Parties, given the degree of non-fulfilment of the Agreement, may seek to renegotiate the scope of the contribution. Neither the Government nor the United Nations should be penalized when non-performance results from the operational situation in the mission area.

6. The verification process for personnel related minor equipment and consumables constitutes two types of inspections:

(a) Arrival inspection. The first inspection will take place immediately upon arrival in the mission area and must be completed within one month. A person authorized by the Government must explain and demonstrate the agreed self-sustainment capability. In the same way the United Nations must give an account of the services provided by the United Nations as stipulated in this Agreement.

(b) Operational inspection. The operational inspections will be implemented according to operational requirements during the stay of units in the mission area. Areas where the contingent has self-sustainment responsibilities may be inspected with a view to an assessment of whether the sustainment capability is sufficient and satisfactory.

4. Transportation

7. Costs related to the transportation of minor equipment and consumables provided under the self-sustainment system are reimbursed by a 2 per cent transportation increment to rates listed in annex C and no further reimbursement is applicable.

5. Mission-related usage factors

8. Mission usage factors as described in annex F, if applicable, will be applied to the reimbursement rates for self-sustainment.

6. Loss or damage

9. The reimbursement rates for usage of personnel related minor equipment and consumables include a fixed percentage, varying between 0.1 and 1 per cent of the reimbursement rates, to cover loss or damage arising from "no-fault" incidents.

10. For the purpose of covering loss or damage due to hostile action or forced abandonment, the reimbursement rates for usage of personnel related minor equipment and consumables will include a mission specific percentage at the rate indicated in article 8 of this Agreement as determined by the technical survey team at the beginning of the mission. A troop-contributing country cannot file claims against the United Nations for loss or damage to spare parts and minor equipment.

Annex D

PERFORMANCE STANDARDS FOR MAJOR EQUIPMENT

1. The present annex contains verifiable standards by which both dry and wet lease rates are applied and subsequently paid. The standards and associated definitions are designed to clarify the requirement for major equipment as listed in annex B. They are designed to be generic in nature to fit the widest range of equipment.

Principles

2. Equipment arriving in theatre must be in a serviceable condition for immediate use in its primary role. Any requirement to assemble the equipment owing to shipping constraints will be completed as part of the deployment process. This will include the addition of petrol, oil and lubricants removed for the purpose of transportation.

3. All associated minor equipment, checklist or load list items, required for use with the equipment in the performance of its role, will accompany the equipment or be in clearly identifiable cargo for inclusion with the equipment on arrival in theatre.

Communications equipment

4. The provision of communications equipment for dry/wet lease reimbursement will be applied to communications units providing services on a force level, that is, above battalion or unit level. The service must be available to all units as designated by the mission headquarters and should be included in a contribution agreement, which must include the technical specifications to be used.

5. The equipment must be sufficient to provide the basic communications network desired by the mission. A back-up capability will be retained in theatre to ensure uninterrupted service. The back-up equipment will deploy and redeploy with the contingent.

6. When higher level communication capabilities are required by non-communication units and not reimbursable under the self-sustainment rate for communications (e.g., INMARSATs), the equipment must be authorized under the contribution agreement and is reimbursable as major equipment in the same manner as for a communications unit.

Electrical

7. The equipment is for the provision of main source generating power for base camps, company or larger dispersed locations, or specialist units requiring large power sources greater than 20 KVA (e.g., medical facilities, maintenance workshops). It is to include all associated minor equipment consumables and wiring harnesses, and cabling to connect end users. Lighting fixtures,

accommodation circuits, and wiring are reimbursable under the "electrical" self-sustainment rate as per annex C.

8. Base camp main generators will have a back-up capability running in parallel. The combination of the output of the two generators is used to determine the rate. In this case, an uninterrupted "around-the-clock" capability is required for all base camp main generators. Related wiring and cabling, circuit panels, and transformers are to be repaired or replaced within two hours. Single generators (i.e., not running in parallel) will operate with a maximum of three hours of servicing, refuelling or repair within a 24-hour period.

Engineering

9. The rates will be paid for major equipment used in engineer tasks support of contingents or the force. The contingent and its capability must be authorized under the contribution agreement.

10. Engineer equipment will be maintained to standards ensuring task performance within prescribed time-frames. The equipment must also be serviceable to meet the monthly usage rates while employed on assigned tasks.

Medical and dental

11. To be eligible for reimbursement of medical and dental rates, the major equipment applies to specifically designed second and third line units as authorized in the contribution agreement. Therefore the equipment stipulated in the contribution agreement is applicable to the provision of force level medical support for treatment including, surgical, dental, pharmacy, blood processing, X-ray and laboratory capability.

12. The contingents must have sufficient equipment to provide diagnostic services, basis and advanced lifesaving and ambulatory care casualties in the mission area. Intermediate level and above patient care must be provided. Equipment must be provided and maintained in a sterile and operational condition to permit the unit to provide uninterrupted medical support and evacuation.

Observation equipment

13. Observation equipment will be maintained at a minimum 80 per cent of serviceability, including calibration of equipment. However, under the wet lease, 100 per cent serviceability must be maintained at all observation posts to ensure "around-the-clock" operability and sufficient stocks must be held to make probable that defective equipment can be replaced before it is sent for repair.

14. Under a dry lease arrangement, the United Nations is responsible to provide sufficient spare parts and the equipment to maintain the same level of serviceability at the observation posts.

Accommodation

15. Semi-rigid structures are soft-sided, hard frame facilities that can be moved (i.e., dismantled and shipped). Rigid structures are hard walled or prefabricated metal facilities that may be attached to local utilities/services, but can be easily disconnected, dismantled and moved.

16. Containers are mobile shelters used for a specific service/purpose. There are three basic types of containers: truck mounted; trailer mounted; and sea containers. Truck mounted containers can be dismounted and operated separate from the vehicle. Trailer mounted containers need not be dismounted, but are not reimbursed as a trailer in the vehicle category. Sea containers must be maintained to international standards (i.e., certified for shipping) in order to be eligible for reimbursement.

17. If a container is used as part of the support provided under a self-sustainment rate (e.g., dental, catering) its use is not reimbursable as major equipment.

18. Accommodation rates include all minor equipment and consumables associated with the primary function of the facility.

Aircraft

19. Owing to their special nature, the general conditions for aircraft shall be agreed upon separately via letters of assist.

Armaments

20. Crew served weapons must be operationally serviceable at a 90 per cent rate. Serviceability includes sighting and calibration of the weapons and periodic test firing as permitted in the mission area. Ammunition for test firing is a consumable and is included in the wet lease maintenance rate, therefore not reimbursable separately. Operational ammunition spent on the authority of the Force Commander will be reported in the commander's reports at the conclusion of individual operations and be reimbursed. When the weapons are provided through the United Nations, sufficient United Nations stocks will be maintained in theatre to maintain the serviceability standard.

21. The troop-contributing country is responsible to deploy ammunition with an expected useful life in excess of the anticipated mission length. Should a contingent remain in the mission area for an extended period of time, and ammunition stocks deteriorate to such an extent that they are no longer usable, the United Nations will reimburse the troop-contributing country for such ammunition based on the Force Commander's monthly report of ammunition usage. Contingent-owned operational stocks will be redeployed upon completion of the contingent's mission.

Naval vessels

22. Owing to their special nature, the general conditions for vessels shall be agreed upon separately via letters of assist.

Vehicles

23. Commercial pattern vehicles are defined as those vehicles that are readily available from a commercial source. Military pattern vehicles are specifically designed and fabricated according to precise military specifications, and built to satisfy particular military mission applications. In cases where the original vehicle is of a commercial pattern and significant (i.e., major component redesign and installation) changes are made, the vehicle may be considered as "military pattern" for reimbursement purposes under contingent-owned equipment.

24. The reimbursement authorized in the contribution agreement must include all minor equipment, checklist items (jacks, driver's tools, spare tire, etc.) and consumables (less fuel) associated with the vehicle.

25. Wet lease. Under the conditions of a wet lease, when the total number of operationally serviceable (i.e., available for use) vehicles is less than 90 per cent of the quantity authorized in the contribution agreement for that vehicle subcategory, the reimbursement payment for that subcategory will be reduced appropriately.

26. A vehicle will be considered operationally unserviceable if it is unavailable for normal mission usage for a period of time in excess of 24 hours. A contingent can hold limited operational stocks designed as immediate replacement for vehicles lost or damaged beyond in-theatre repair capability. The excess stock is not eligible for monthly reimbursement.

27. Dry lease. Under the conditions of a dry lease, the vehicle must be in working condition for immediate use upon arrival in the mission area. The United Nations is required to maintain operational serviceability at a minimum rate of 90 per cent of the agreed quantity in a vehicle subcategory. A vehicle will be considered operationally unserviceable if it is unavailable for normal mission usage for a period of time in excess of 24 hours. Serviceability below 90 per cent will require downward adjustments to contingent tasks/missions without a corresponding reduction to other reimbursements adversely affected by the reduced activity rates. The United Nations is responsible for returning the vehicle to the contributor in the same level of operational serviceability, with all minor equipment and checklist items, as when provided.

28. The maintenance costs for dry lease vehicles should not exceed the associated maintenance rate under a wet lease. When this situation occurs, an initial assessment will determine if the cost overrun is attributable to environmental or operational factors. If this is not the case, the United Nations may reduce the dry lease reimbursement rate accordingly.

29. Weapons systems. Weapons systems on all vehicles are to be serviced to ensure the capability to perform the mission is maintained. On combat vehicles, operational serviceability is required for the main weapon and its associated fire control system. If either the weapon itself or the fire control system is inoperable, then the vehicle is considered not serviceable and not eligible for reimbursement.

30. Painting. To be considered serviceable for United Nations operations, all vehicles must be painted white with appropriate United Nations markings. If this painting is not completed before deployment, reimbursement may be withheld until the standard is reached unless specifically authorized by United Nations Headquarters.

Annex E

PERFORMANCE STANDARDS FOR SELF-SUSTAINMENT

1. The present annex contains verifiable standards by which the agreed self-sustainment level is applied and subsequently paid. The standards, and associated definitions, are designed to clarify the requirement for personnel related minor equipment and consumables to fulfil the self-sustainment level listed in annex C. They are designed to be generic in nature to fit the widest range of equipment.

Catering

2. To receive the catering self-sustainment reimbursement rate, the contingent must be able to feed its troops with cold and hot meals in a clean and healthy environment. The contingent must:

(a) Provide kitchen facilities and equipment, including supplies, consumables, dishes and cutlery for their subunits (company positions, observation posts and troop camps);

(b) Provide cold and dry food storage for all kitchen facilities for a inimum duration of one week;

(c) Provide all kitchen facilities with hot dish washing capabilities;

(d) Ensure that all kitchen facilities have hygienic equipment that maintain a clean and healthy environment.

3. Food, water, and petrol, oil and lubricants are not included in the reimbursement rates as they are normally provided by the United Nations. When the United Nations is unable to provide those items, an additional reimbursement will be negotiated.

4. Should a contingent provide catering services to another contingent, the rate will be payable for the number of personnel served.

Communications

5. To receive the communications self-sustainment reimbursement rate the contingent must be able to control itself effectively and efficiently throughout its assigned area of operations with adequate radio and telephone equipment. The standards for each of the three subcategories are as follows:

(a) VHF/UHF-FM:

(i) Maintain one command and control net down to subunit (section/squad) level;

(ii) Maintain one administration net; and

(iii) Maintain one dismounted patrol and security net or other primary non-vehicle mounted net.

(b) HF:

(i) Maintain the ability to communicate with tactical and logistical air support; or

(ii) Maintain the ability for high-frequency long-range communications; and

(iii) Maintain a backup command and control net using non-vehicular mounted HF communications equipment.

(c) Telephone:

Maintain telephonic connections within the area of operation between the contingent and its immediate subunits.

Office

6. To receive the office self-sustainment reimbursement rate the contingent must provide:

(a) Office furniture, equipment, and supplies for all headquarters staff; and

(b) An electronic data-processing capability, including necessary software, to run all internal headquarters.

7. The rate will be payable for the number of personnel using office equipment.

Electrical

8. To receive the electrical self-sustainment reimbursement rate the contingent must provide decentralized electrical power from generators. The decentralized power must:

(a) Ensure stable power supply to small subunits such as observation posts and small troop camps; and

(b) Provide redundant emergency backup when the main power supply, provided through larger generators, is interrupted.

9. This is not the primary electrical power supply for larger units, which is covered under the major equipment rate.

10. This self-sustainment rate includes all necessary electrical harnesses, wiring, circuitry and lighting sets. The contingent is responsible for maintaining and servicing its electrical system, including all equipment, repair parts and supplies. When the United Nations provides this service to an

equivalent standard, the contingent does not receive reimbursement for this category.

Minor engineering

11. To receive the minor engineering self-sustainment reimbursement rate the contingent must be able, within its accommodation areas:

(a) To undertake non-field defensive minor construction;

(b) To handle minor electrical repair and replacement;

(c) To undertake repairs to plumbing and water systems;

(d) To conduct minor maintenance and other light repair work; and

(e) To provide all related workshop equipment, construction tools and supplies.

Explosive ordnance disposal (EOD)

12. To receive the EOD self-sustainment reimbursement rate, the contingent must have the capability for EOD to secure the unit's accommodation areas. The contingent must have the ability:

(a) To locate and evaluate unexploded ordnance;

(b) To dismantle or destroy isolated ordnance that is considered a threat to the contingent's safety;

(c) To provide all related minor equipment, personal protective clothing and supplies.

13. Disposal of significant quantities of ordnance, for example mine fields, will be handled by engineering units provided by the United Nations.

Laundry and cleaning

14. To receive the laundry and cleaning self-sustainment reimbursement rate the contingent must:

(a) Provide laundry and cleaning facilities for all contingent personnel;

(b) Ensure all laundry and cleaning facilities have hygienic equipment that maintain a clean and healthy environment; and

(c) Provide all related equipment, maintenance and supplies.

15. When a contingent is geographically dispersed and the United Nations is only able to provide laundry and cleaning to a portion of the contingent, the troop-contributing country will receive the laundry and cleaning self-sustainment rate for those personnel not serviced by the United Nations.

Tentage

16. To receive the tentage self-sustainment reimbursement rate the contingent must have the ability:

(a) To house personnel in tented accommodations; and

(b) To provide temporary offices/workspace in tentage.

17. Contingents will originally receive full tentage reimbursement for up to six months if not accommodated by the United Nations. When the United Nations notifies the troop-contributing country prior to the contingent deploying that this capability is not required, the troop-contributing country will not receive reimbursement for this category.

18. When the United Nations is unable to provide permanent, semi-rigid, or rigid accommodation for a contingent after six months in tents, the contingent will be entitled to receive reimbursement at both the tentage and accommodation self-sustainment rates. This combined rate will continue until personnel are housed to the standard specified under the accommodation rate.

Accommodation

19. To receive the accommodation self-sustainment reimbursement rate the contingent must:

(a) Purchase or construct a permanent rigid structure to accommodate the contingent's personnel. This structure is fixed with heating/air-conditioning, lighting, flooring, sanitation and running water. The rate is based on a standard of nine square metres per person;

(b) Provide heaters and/or air-conditioners for the accommodation as required by the area's climatic conditions.

20. When the United Nations provides accommodation to an equivalent standard, the contingent does not receive reimbursement for this category.

21. Warehouses and equipment storage are not included in the accommodation self-sustainment reimbursement rate. This will be handled either through the semi-rigid and rigid structures reimbursed as major equipment or on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Medical

22. To receive the medical self-sustainment rate the contingent has to provide medical and/or dental services for all personnel in the contingent. Should a contingent receive medical services from another contingent, the self-sustainment rates will be paid to the contingent providing the services. The standards for each of the five categories are as follows:

(a) Basic:

Provide individual level first aid and hygiene supplies (e.g., band-aids, aspirin, and tape);

(b) First line:

(i) Provide a specialist combat medic who will provide resuscitation, stabilization and triage of seriously injured personnel;

(ii) Provide casualty collection and evacuation to second line;

(iii) Handle routine sick calls and the management of minor sick and injured; and

(iv) Implement disease, non-battle injury and stress preventive measures;

(c) Limited second line:

(i) Provide advanced specialist medical care to stabilize seriously injured personnel for transport to a second or third line medical facility;

(ii) Conduct emergency minor surgical/medical procedures (e.g., suturing, splinting and casting);

(iii) Perform basic diagnostic tests (e.g., cultures and infectious disease identification);

(iv) Have the capability to evaluate, observe or isolate patients for 48 hours;

(v) Maintain a sterilization capability;

(vi) Maintain a limited pharmaceutical capability (e.g., intravenous fluids, analgesics and sera); and

(vii) Perform definitive treatment against a wide variety of naturally occurring diseases;

(d) Dental:

(i) Provide specialized dental care tc maintain the dental health of contingent personnel;

(ii) Provide basic or emergency dental procedures;

(iii) Maintain a sterilization capability;

(iv) Conduct minor prophylactic procedures; and

(v) Provide oral hygiene education to contingent personnel;

(e) Blood and blood products:

(i) Maintain a sufficient supply of fresh blood and blood products;

(ii) Provide climate-controlled storage to prevent the deterioration or contamination of blood and blood products;

(iii) Have the ability to administer blood and blood products in a sterile environment using hygienic procedures to prevent contamination; and

(iv) Perform blood testing and typing.

23. The contingent must provide all related minor equipment, tools, and supplies.

24. Second and third line medical and dental coverage is provided by the United Nations. When the United Nations is unable to provide, arrangements will be handled either through the medical reimbursement category of major equipment or on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Observation

25. To receive the observation self-sustainment rate the contingent must be able to carry out observations throughout their area of operation. The standards for each of the three subcategories are as follows:

(a) General observation:

Provide hand-held binoculars for general observation use;

(b) Night observation:

(i) Provide the capability for passive or active infra-red, thermal or image intensification night-time line-of-sight visual observation;

(ii) Have the capability to detect, identify and categorize persons or items within a range of 1,000 metres or more; and

(iii) Have the ability to conduct night-time patrols and intercept missions;

(c) Positioning:

Have the capability to determine the exact geographical location of a person or item within the area of operations through the combined use of global positioning systems and laser range finders.

26. The contingent must provide all related equipment, maintenance and supplies.

Identification

27. To receive the identification self-sustainment rate the contingent must be able:

(a) To conduct surveillance operations with photographic equipment, such as video tape and single lens reflex cameras;

(b) To process and edit the obtained visual information;

(c) To provide all related equipment, maintenance and supplies.

Nuclear biological and chemical (NBC) protection

28. To receive the NBC protection self-sustainment rate the contingent must be able to operate fully protected in any NBC threat environment. This includes the ability:

(a) To detect and identify NBC agents with appropriate detection equipment;

(b) To conduct decontamination operations for all personnel and personal equipment in a NBC threat environment;

(c) To provide all personnel with the necessary NBC protection clothing and equipment (e.g., protective mask, coveralls, gloves, personal decontamination kits, injectors); and

(d) To provide all related equipment, maintenance, and supplies.

Field defence stores

29. To receive the field defence stores self-sustainment reimbursement rate the contingent must:

(a) Secure own base camps with adequate field defence facilities (e.g., barbed wire fences, sandbags and other field defence obstacles);

(b) Establish early warning and detection (passive or active) systems to protect the unit's premises;

(c) Prepare self-defence fortification works (e.g., small shelters, trenches and observation posts) not tasked to specialized engineering units; and

(d) Provide all related equipment, maintenance and supplies.

Miscellaneous general stores

30. To receive the self-sustainment reimbursement rate for each of the three subcategories of miscellaneous general stores, a contingent must provide:

(a) Bedding. Bed linen, blankets, mattress covers, pillows, and towels. Sleeping bags may be an acceptable substitute for bed linen and blankets. Sufficient quantities must be provided to allow for rotation and cleaning;

(b) Furniture. For each person a bed, mattress, night stand, table light and locker;

(c) Welfare. Recreational equipment such as video cassette recorders (VCRs), televisions, stereos, sports and fitness equipment, games and reading library.

31. The contingent must provide all related equipment, maintenance and supplies.

Unique equipment

32. Any special minor equipment or consumables not covered in the above self-sustainment rates will be handled as unique equipment. These items will be handled on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Annex F

DEFINITIONS

1. Consumables, means supplies of a general nature, consumed on a routine basis. Consumables include combat supplies, general and technical stores, defence stores, ammunition and other basic commodities in support of major equipment as well as in support of minor equipment and personnel.

2. Contingent, means all formed units personnel and equipment of the troop-contributing country deployed to the mission area of [the United Nations peace-keeping operation] under this Agreement.

3. Contingent-owned equipment, means major equipment, and minor equipment and consumables deployed, and operated by the troop-contributing country's contingent in the performance of peace-keeping operations.

4. Dry lease, means a contingent-owned equipment reimbursement system where the troop-contributing country provides equipment to [the United Nations peace-keeping operation] and the United Nations assumes responsibility for maintaining the equipment. The troop-contributing country is reimbursed for the non-availability of its military resources for its national interests of deployed major and associated minor equipment.

5. Environmental conditions factor, means a factor applicable to the reimbursement rates for major equipment and for self-sustainment to take into account the increased costs borne by the troop-contributing country for extreme mountainous, climatic and terrain conditions. This factor is only applicable under conditions of significant anticipated additional costs to the troop-contributing country. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

6. Force Commander, means the officer, appointed under the authority of the Secretary-General, responsible for all military operations within the mission.

7. Forced abandonment, means actions resulting from a decision approved by the Force Commander or his authorized representative that results in the loss of custody and control of equipment and supplies.

8. Generic fair market value, means an equipment valuation for reimbursement purposes. It is computed as the average initial purchase price plus any major capital improvements, adjusted for inflation and discounted for any prior usage, or the replacement value, whichever is less. The generic fair market value includes all issue items associated with the equipment in the performance of its operational role.

9. Government, means the Government of the participating State.

10. Head of Mission, means the Special Representative appointed by the Secretary-General with the consent of the Security Council responsible for all United Nations activities within the mission.

11. Hostile action, means an incident from the action(s) of one or more belligerents, which has a direct and significant negative impact on the personnel and/or equipment of a troop-contributing country. Different activities may be characterized as a single hostile action when these activities can be related to each other on common ground.

12. Hostile action/forced abandonment factor, means a factor applied to each category of self-sustainment rates and to the spares element or (half) of the estimated maintenance rate of the wet lease rate to compensate the troop-contributing country for loss and damage. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

13. Incremental transportation, means a factor to cover the incremental costs of transportation of spare parts and consumables under the wet lease system in increments of 0.25 per cent of the leasing rate for each complete 500 miles (800 kilometres) distance, beyond the first 500 miles (800 kilometres), along consignment route between the port of embarkation in the home country and the port of entry in the mission area.

14. Intensified operational condition factor, means a factor applicable to the reimbursement rates for major equipment and for self-sustainment rates to compensate the troop-contributing country for increased costs resulting from the scope of the task assigned, the length of logistics chains, non-availability of commercial repair and support facilities, and other operational hazards and conditions. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

15. Loss or damage, means a total or partial elimination of equipment and/or supplies resulting from:

(a) A no-fault incident;

(b) The actions of one or more belligerents;

(c) A decision approved by the Force Commander.

16. Maintenance rate, means the reimbursement rate to compensate the Government for maintenance costs comprising spare parts, contracted repair and third and fourth line maintenance that is required to keep major equipment items operational to the specified standards, and return the item to operational condition upon return from the mission area. The costs of personnel involved in first and second line maintenance is excluded from the rate, as they are reimbursed separately. The rate includes an incremental transportation rate to cover general transportation costs of spare parts. This rate forms part of the "wet lease" rate.

17. Major equipment, means major end items directly related to the unit mission as agreed by the United Nations and the troop-contributing country. Major equipment is accounted for either by category or individually. Separate reimbursement rates apply for each category of item of major equipment. These rates include reimbursement for minor equipment and consumables in support of the item of major equipment.

18. Minor equipment, means equipment in support of contingents, such as catering, accommodation, non-specialist communication and engineering, and other mission-related activities. Specific accounting of minor equipment is not required. Minor equipment is divided into two categories: items designed to support major equipment; and items that directly or indirectly support personnel. For personnel-related minor equipment average rates of reimbursement for self-sustainment apply.

19. No-fault incident, means an incident resulting from an accidental occurrence or negligent conduct, but not including acts attributable to wilful misconduct or gross negligence, on the part of an operator/custodian of equipment.

20. Operational ammunition, means ammunition (including aircraft self-defence systems such as chaff or infra-red flares) that the United Nations and the troop-contributing country agree to deploy to the mission area so that it is readily available for use in the event of need. Ammunition expended for training at direction of the Force Commander, in anticipation of an operational requirement, will be considered operational ammunition.

21. Self-sufficiency, means a logistics support concept for troop contingents in a peace-keeping mission whereby the contributing State provides some specific or all logistics support to the contingent on a reimbursable basis.

22. Wet lease, means a contingent-owned reimbursement system where the troop-contributing country provides and assumes responsibility for maintaining and supporting deployed major items of equipment, together with the associated minor equipment. The troop-contributing country is entitled to reimbursement for providing this support.